UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Charles P Lamberti

(In the space above enter the full name(s) of the plaintiff(s).)

12 CV 2472

COMPLAINT FOR EMPLOYMENT DISCRIMINATION

-against-

Motorola Solutions Inc.

Robert Sanders

Jessica Micciche

(In the space above enter the full name(s) of the defendant(s). If you cannot fit the names of all of the defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. Typically, the company or organization named in your charge to the Equal Employment Opportunity Commission should be named as a defendant. Addresses should not be included here.)

Jury Trial: ☒ Yes ☐ No *(check one)*

RECEIVED APR 02 2012 U.S.D.C. S.D. N.Y. CASHIERS

This action is brought for discrimination in employment pursuant to: *(check only those that apply)*

X Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (race, color, gender, religion, national origin).
NOTE: *In order to bring suit in federal district court under Title VII, you must first obtain a Notice of Right to Sue Letter from the Equal Employment Opportunity Commission.*

_____ Age Discrimination in Employment Act of 1967, as codified, 29 U.S.C. §§ 621 - 634.
NOTE: *In order to bring suit in federal district court under the Age Discrimination in Employment Act, you must first file a charge with the Equal Employment Opportunity Commission.*

_____ Americans with Disabilities Act of 1990, as codified, 42 U.S.C. §§ 12112 - 12117.
NOTE: *In order to bring suit in federal district court under the Americans with Disabilities Act, you must first obtain a Notice of Right to Sue Letter from the Equal Employment Opportunity Commission.*

_____ New York State Human Rights Law, N.Y. Exec. Law §§ 290 to 297 (age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic chacteristics, marital status).

_____ New York City Human Rights Law, N.Y. City Admin. Code §§ 8-101 to 131 (actual or perceived age, race, creed, color, national origin, gender, disability, marital status, partnership status, sexual orientation, alienage, citizenship status).

I. Parties in this complaint:

A. List your name, address and telephone number. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary.

Plaintiff
Name Charles P Lamberti
Street Address 135 Howard Street
County, City Suffolk County,Port Jefferson Station
State & Zip Code New York 11776
Telephone Number 631-331-6651

B. List all defendants' names and the address where each defendant may be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary.

Defendant
Name Motorola Solutions Inc.
Street Address 1 Motorola Plaza
County, City Suffolk County, Holtsville
State & Zip Code New York 11742
Telephone Number 631-738-2400

C. The address at which I sought employment or was employed by the defendant(s) is:

Employer Motorola Solutions Inc.
Street Address 1 Motorola Plaza
County, City Suffolk County, Holtsville
State & Zip Code New York 11742
Telephone Number 631-738-2400

II. Statement of Claim:

State as briefly as possible the facts of your case, including relevant dates and events. Describe how you were discriminated against. If you are pursuing claims under other federal or state statutes, you should include facts to support those claims. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. Attach additional sheets of paper as necessary.

A. The discriminatory conduct of which I complain in this action includes: *(check only those that apply)*

____ Failure to hire me.

X Termination of my employment.

X Failure to promote me.

____ Failure to accommodate my disability.

X Unequal terms and conditions of my employment.

X Retaliation.

____ Other acts *(specify)*: ____________________.

Note: *Only those grounds raised in the charge filed with the Equal Employment Opportunity Commission can be considered by the federal district court under the federal employment discrimination statutes.*

B. It is my best recollection that the alleged discriminatory acts occurred on: 12/2005-12/2010.
Date(s)

C. I believe that defendant(s) *(check one)*:

____ is still committing these acts against me.

X is not still committing these acts against me.

D. Defendant(s) discriminated against me based on my *(check only those that apply and explain)*:

☒ race white ☐ color ______

☒ gender/sex male ☐ religion______

☐ national origin ______

☒ age. My date of birth is 12/10/1964 *(Give your date of birth only if you are asserting a claim of age discrimination.)*

☐ disability or perceived disability, ______ *(specify)*

E. The facts of my case are as follow *(attach additional sheets as necessary)*:

Please see attached complaint and notice of right to sue from the EEOC.

Note: *As additional support for the facts of your claim, you may attach to this complaint a copy of your charge filed with the Equal Employment Opportunity Commission, the New York State Division of Human Rights or the New York City Commission on Human Rights.*

III. Exhaustion of Federal Administrative Remedies:

A. It is my best recollection that I filed a charge with the Equal Employment Opportunity Commission or my Equal Employment Opportunity counselor regarding defendant's alleged discriminatory conduct on: 8/23/2011 *(Date)*.

B. The Equal Employment Opportunity Commission *(check one)*:

_______ has not issued a Notice of Right to Sue letter.

___X___ issued a Notice of Right to Sue letter, which I received on 3/23/2012 *(Date)*.

Note: *Attach a copy of the Notice of Right to Sue letter from the Equal Employment Opportunity Commission to this complaint.*

C. Only litigants alleging age discrimination must answer this Question.

Since filing my charge of age discrimination with the Equal Employment Opportunity Commission regarding defendant's alleged discriminatory conduct *(check one)*:

___X___ 60 days or more have elapsed.

_______ less than 60 days have elapsed.

IV. Relief:

WHEREFORE, plaintiff prays that the Court grant such relief as may be appropriate, including injunctive orders, damages, and costs, as follows: As outlined in attached complaint.

(Describe relief sought, including amount of damages, if any, and the basis for such relief.)

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 26 day of MARCH, 2012

Signature of Plaintiff [signature]

Address 135 HOWARD ST.
PORT JEFFERSON STATION
NEW YORK 11776

Telephone Number 631-331-6651

Fax Number *(if you have one)* _______________

EEOC Form 161 (11/09)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: **Charles Lamberti**
122 North Country Road
Miller Place, NY 11764

From: **New York District Office**
33 Whitehall Street
5th Floor
New York, NY 10004

☐ *On behalf of person(s) aggrieved whose identity is CONFIDENTIAL (29 CFR §1601.7(a))*

EEOC Charge No.	EEOC Representative	Telephone No.
16G-2011-04484	**Holly M. Woodyard, Investigator**	**(212) 336-3643**

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

☐ The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.

☐ Your allegations did not involve a disability as defined by the Americans With Disabilities Act.

☐ The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.

☐ Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge

☐ The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.

☒ The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.

☐ Other *(briefly state)*

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

[signature]

Kevin J. Berry,
District Director

March 13, 2012
(Date Mailed)

Enclosures(s)

cc: **MOTOROLA SOLUTIONS, INC.**
Attn: President / CEO
1 Motorola Plaza
Holtsville, NY 11742

John Ray, Esq.
John Ray & Associates
P.O. Box 5440
Miller Place, NY 11764

2012 MAR 15 AM 11:25:01

Enclosures(s)

cc: **Aaron Warshaw, Esq.**
Seyfarth Shaw, LLP
620 Eighth Avenue, 32nd Floor
New York, NY 10018

ANDREW M. CUOMO
GOVERNOR

NEW YORK STATE
DIVISION OF HUMAN RIGHTS

NEW YORK STATE DIVISION OF HUMAN RIGHTS on the Complaint of CHARLES LAMBERTI, Complainant, v. MOTOROLA SOLUTIONS, INC., Respondent.	VERIFIED COMPLAINT Pursuant to Executive Law, Article 15 Case No. **10150470**

Federal Charge No. 16GB104484

I, Charles Lamberti, residing at 122 North Country Road, Miller Place, NY, 11764, charge the above named respondent, whose address is 1 Motorola Plaza, Holtsville, NY, 11742 with an unlawful discriminatory practice relating to employment in violation of Article 15 of the Executive Law of the State of New York (Human Rights Law) because of age, opposed discrimination/retaliation, race/color, sex.

Date most recent or continuing discrimination took place is 12/31/2010.

The allegations are:

SEE ATTACHED

RECEIVED

AUG 2 3 2011

HAUPPAUGE REGIONAL OFFICE

ORIGINAL

New York State Division of Human Rights Complaint Form

CONTACT INFORMATION

My contact information:

Name: John Ray & Associates, o/b/o Complainant, Charles Lamberti

Address: 122 N. Country Road Apt or Floor #: ____

City: Miller Place State: NY Zip: 11764

REGULATED AREAS

I believe I was discriminated against in the area of:

- ☑ Employment
- ☐ Education
- ☐ Volunteer firefighting
- ☐ Apprentice Training
- ☐ Boycotting/Blacklisting
- ☐ Credit
- ☐ Public Accommodations *(Restaurants, stores, hotels, movie theaters amusement parks, etc.)*
- ☐ Housing
- ☐ Commercial Space
- ☐ Labor Union, Employment Agencies

I am filing a complaint against:

Company or Other Name: Motorola Solutions, Inc.

Address: 1 Motorola Plaza

City: Holtsville State: NY Zip: 11742

Telephone Number: 631 (area code) 738 2400

Individual people who discriminated against me:

Name: Robert Sanders Name: Jessica Micciche

Title: Supervisor Title: HR

DATE OF DISCRIMINATION

The most recent act of discrimination happened on: 12 (month) 31 (day) 2010 (year)

BASIS OF DISCRIMINATION

Please tell us why you were discriminated against by checking one or more of the boxes below.

STOP You do not need to provide information for every type of discrimination on this list. Before you check a box, make sure you are checking it only if you believe it was a reason for the discrimination. Please look at the list on Page 1 for an explanation of each type of discrimination.

Please note: Some types of discrimination on this list do not apply to all of the regulated areas listed on Page 3. (For example, Conviction Record applies only to Employment and Credit complaints, and Familial Status is a basis only in Housing and Credit complaints). These exceptions are listed next to the types of discrimination below.

I believe I was discriminated against because of my:

☑ **Age** *(Does not apply to Public Accommodations)* Date of Birth: December 10, 1964	☐ **Genetic Predisposition** *(Employment only)* Please specify:
☐ **Arrest Record** *(Only for Employment, Licensing, and Credit)* Please specify:	☐ **Marital Status** Please specify:
☐ **Conviction Record** *(Employment and Credit only)* Please specify:	☐ **Military Status:** Please specify:
☐ **Creed / Religion** Please specify:	☐ **National Origin** Please specify:
☐ **Disability** Please specify:	☑ **Race/Color or Ethnicity** Please specify: White
☐ **Domestic Violence Victim Status:** *(Employment only)* Please specify:	☑ **Sex** Please specify: ☐ **Female** ☑ **Male** ☐ **Pregnancy** ☐ **Sexual Harassment**
☐ **Familial Status** *(Housing and Credit only)* Please specify:	☐ **Sexual Orientation** Please specify:
☑ **Retaliation** *(if you filed a discrimination case before, or helped someone else with a discrimination case, or reported discrimination due to race, sex, or any other category listed above)* Please specify: Refused to discharge minority employee without cause, despite employer's urging	

STOP Before you turn to the next page, please check this list to make sure that you provided information *only* for the type of discrimination that relates to your complaint.

EMPLOYMENT DISCRIMINATION

Please answer the questions on this page only if you were discriminated against in the area of employment. If not, turn to the next page.

How many employees does this company have?

a) 1-3 b) 4-14 c) 15 or more (d) [circled] 20 or more e) Don't know

Are you currently working for the company?

☐ **Yes**

Date of hire: (______ Month ______ day ______ year) What is your job title? ______

☑ **No**

Last day of work: (12 Month 31 day 2010 year) What was your job title? Director

☐ **I was not hired by the company**

Date of application: (______ Month ______ day ______ year)

ACTS OF DISCRIMINATION

What did the person/company you are complaining against do? Please check all that apply.

- ☐ Refused to hire me
- ☑ Fired me / laid me off
- ☐ Did not call me back after a lay-off
- ☑ Demoted me
- ☐ Suspended me
- ☐ Sexually harassed me
- ☑ Harassed or intimidated me (other than sexual harassment)
- ☐ Denied me training
- ☑ Denied me a promotion or pay raise
- ☑ Denied me leave time or other benefits
- ☑ Paid me a lower salary than other workers in my same title
- ☐ Gave me different or worse job duties than other workers in my same title
- ☐ Denied me an accommodation for my disability
- ☐ Denied me an accommodation for my religious practices
- ☑ Gave me a disciplinary notice or negative performance evaluation
- ☐ Other: See attached complaint

DESCRIPTION OF DISCRIMINATION **-** for all complaints *(Public Accommodation, Employment, Education, Housing, and all other regulated areas listed on Page 3)*

Please tell us more about each act of discrimination that you provided information about on Pages 3 and 4. Please include dates, names of people involved, and explain why you think it was discriminatory. PLEASE TYPE OR PRINT CLEARLY.

Please see attached complaint

If you need more space to write, please continue writing on a separate sheet of paper and attach it to the complaint form. ***PLEASE DO NOT WRITE ON THE BACK OF THIS FORM.***

STATE OF NEW YORK
DIVISION OF HUMAN RIGHTS
--X
Charles Lamberti,

Complainant,

- v -

Motorola Solutions, Inc.,

COMPLAINT

Respondent.
--X

Charles Lamberti, through his attorneys, John Ray & Associates, appears and complains as follows:

1. At all relevant times herein, Charles Lamberti, hereinafter "Complainant" was a white male employee of Motorola Solutions, Inc., hereinafter "Respondent" and was over the age of 40 years.

2. At all relevant times herein, Complainant was employed by Respondent, with offices in New York, County of Suffolk, at 1 Motorola Plaza, Holtsville, New York, 11742.

ACTS OF DISCRIMINATION AND RETALIATION AGAINST COMPLAINANT

3. Complainant was employed by Respondent for 25 years. In January 2010, a new supervisor, Sanders, was promoted over Respondent. During a mid-year review in 2010, Sanders informed Respondent that his "career was over" but did not give him any details as to why.

4. Respondent's decision to terminate Complainant was unlawfully, unethically and improperly based on Complainant's involvement in protected workplace activities over the preceding five years.

5. In December 2005, a co-worker, Melitsky, was promoted over Complainant to Senior Vice-President, along with several other persons promoted from within to fill senior leadership roles. Complainant was not promoted; rather, he was directed to take over the open position vacated by Melitsky, with the carrot of a promise of promotion in March. Complainant's duties and projects were transferred to another employee, Wenze, who was also promoted.
6. Inherently, Complainant's duties and responsibilities increased. He faced immediate pressure to fix a problem that existed before his arrival – namely the performance of two groups, regulatory and mechanical engineering – which required substantial overhauls in management, addition of resources, creation of new processes and training; and, attempting to minimize high employee turnover in a third group.
7. Complainant performed these duties, successfully, for more than 10 months with no change in title; no change in compensation; no additional compensation for the increased hours, duties and responsibilities; and no promotion, despite the repeated promises by management that one was "just around the corner."
8. In April 2006, Complainant was directed to remove the "Acting" from his title of Director but was not given any additional compensation and was not otherwise promoted.
9. In May, June, July, August 2006, after making repeated inquiries of Melitsky about the status of the promised promotion, Complainant was told by Melitsky "don't worry"; "I always keep my word"; "I am working on it"; however, upon a corporate acquisition with a separate entity in September 2006, the promised promotion was delayed until February 2007, per Melitsky.

10. This unlawfully, improperly and unethically negatively impacted Complainant's bonus; his due pay; and his retirement fund.

11. Thereafter, in October 2008, Complainant was demoted to a lower paygrade and title than his 2005 position, E14 (my emphasis); this was after performing all relevant, necessary, and needed duties, tasks and responsibilities of a Senior Director for 18 months; performing extra work without being properly compensated for it; while other employees who were underperforming and had less responsibilities were promoted and given raises.

12. Throughout 2009 and 2010, Complainant was instructed to file additional paperwork to be approved for the job that he had already been performing; he did so and submitted it to Melitsky, who actively sabotaged the promotion by withholding critical information about Complainant's stellar performance during his 18-month tenure as a *de facto* Vice-President, from Sanders, who was to become Complainant's new supervisor.

13. Thereafter, Respondent, its agents and employees, took additional overt, unlawful and improper measures against Complainant, including

    a. requiring him to provide a detailed schedule of his recreational activities and the days he was requesting as vacation;

    b. requiring that Complainant "approve" said vacations and activities;

    c. constantly monitoring of his whereabouts by random "check-ins"

    d. Delaying as far as possible his midyear reviews, so that Respondent would avoid having to pay Complainant his earned bonus and give him a deserved raise.

14. Following his mid-year review in 2010, Complainant was informed that his career was "over".

15. Complainant immediately requested an internal ethics investigation, as was his right to do. The investigation was conducted in a superficial, haphazard, circular manner. It concluded with Complainant being informed that he was going to be terminated but never providing a reason as to why. No evidence of wrong-doing was found by Respondent's own investigation of itself.

16. Suddenly facing immense pressure and the imminent prospect of becoming unemployed, Complainant hastily signed a letter dated November 12, 2010, which provided that he would be placed on an "Involuntary Severance Plan" and that if he signed and did not revoke an accompanying General Release, he would be paid a severance payment of $85,727.20; the letter additionally provided that he would not seek work or accept work in any capacity at any Motorola facility until after December 31, 2011, and that he would otherwise not bring "any lawsuit or internal claims or complaints against Motorola", with said clause qualified as, "to the extent permitted by applicable law." (Exhibit A).

17. The accompanying General Release, prepared, drafted and provided by Respondent, expressly provides that despite language in it which purports to waive claims under various federal acts, including Title VII, ADEA, ADA, FMLA, etc., [such a provision is invalid on its face, as it is void as a matter of public policy], Complainant was "not releasing any claim or right which cannot be waived by law, including the right to file an administrative charge of discrimination and the right to file or pursue a workers' compensation claim." (Exhibit B). Complainant is hereby exercising his "right to file an administrative claim of discrimination", without waiving any other rights he may have.

18. The following acts undertaken by Respondent were unlawful, improper, and unethical, contrary to public policy and contrary to state and federal laws:

a. Maintaining, encouraging and facilitating a hostile work environment towards Complainant;

b. A practice and policy of failure to promote qualified, white, over-40 men, including Complainant, to senior management positions;

c. A willful, deliberate and intentional failure to pay Complainant his due compensation, including prevailing market wages, for an 18-month period during which he performed, as directed, all duties of a Vice-President;

d. Promoting and giving pay raises to other, less-qualified employees, based on improper factors such as their age, gender, and race;

e. Actively retaliating against Complainant by demoting him after his 18 months of performing all attendant duties, tasks, and responsibilities of Vice-President (without any commensurate increase in pay or other benefits);

f. Actively retaliating against Complainant by requiring him to provide a detailed account of his whereabouts; his outside recreational activities; and his vacation schedule;

g. Actively retaliating against Complainant by refusing to schedule him for weekly one-on-one meetings with his superior, Sanders, (who held these meetings with every other employee who directly reported to him) thus denying Complainant necessary opportunities to discuss ongoing issues, problems and solutions and any ability to resolve same in a timely and productive manner;

h. Actively retaliating against Complainant by firing him after he requested an internal ethics investigation regarding the claims made herein;

i. Actively retaliating against Complainant when he declined to summarily terminate a black, over-40 contractual employee working in the United Kingdom, as there was no reason or cause to do so, except for that Respondent wished to "repurpose the funds" despite the fact that this employee was covered by a contract and had no prior warnings or disciplinary issues and discharging the employee in such a manner would violate internal company policies and state and federal law;

j. Moving Complainant's mid-year reviews to the last possible moment in an effort to further demoralize and disrupt Complainant, while other employees were not treated in such a disparate, disparaging manner;

k. Placing Complainant on a "lay-off list" that was mere pretext for the unlawful, illegal and improper practices complained of herein and actually terminating Complainant, while other employees, who were less qualified and less senior and were not male, over-40, and white, were re-hired by Respondent;

l. Compiling a "lay-off" list that was not actually a lay-off list, as those employees who were "hired back" were never truly laid off in the first place but were placed on the list as names to simply avoid suspicion of improper and illegal activities by Respondent.

m. Discriminating against Complainant in his outside recreational activities;

n. Replacing Complainant with a less-qualified employee who was thereafter placed in the same position that Complainant held, with the same oversight that Complainant had, despite Respondent's claim that the reason for the "lay-off" was job elimination.

o. The aforesaid acts were directly in contravention of state and federal law and Motorola Solutions, Inc.'s internal guidelines, by-laws and policies.

JURISDICTION

19. The above acts were in violation of New York State Human Rights Law, Executive Law § 296 et. seq. and thus jurisdiction is proper to bring this complaint in the New York State Division of Human Rights.

Discrimination under the Executive Law

20. By the acts and practices described above, Respondent has discriminated against Complainant in the terms and conditions of his employment based on his sex, age, and race, and based upon his outside recreational activities, in violation of the Human Rights Law.

21. As a result of Respondent's discriminatory acts, Complainant has suffered and will continue to suffer loss of back pay, loss of benefits, loss of front pay and benefits, irreparable injury, monetary damage, mental anguish, emotional distress, humiliation and other compensable damages.

Retaliation under the Executive Law

22. By the acts and practices described above, Respondent has retaliated against Complainant because Complainant complained about the unlawful discrimination, as Complainant was seeking to be paid proper wages for performing the duties of a higher job title; for requesting that an internal ethics investigation be commenced after he was never promoted but was actually demoted and ultimately fired.

23. As a result of the Respondent's discriminatory and retaliatory acts, Complainant has suffered and will continue to suffer irreparable injury, monetary damage, mental anguish, emotional distress, humiliation and other compensable damages.

24. All this was done with the Respondent's knowledge that its acts were unlawful, improper, and discriminatory and in violation of both federal and state law.

Discrimination and Retaliation under Federal Law

25. By the acts and practices described above, Respondent has engaged in discrimination and retaliation against Complainant in violation of Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act; and the Employee Retirement Income Security Act of 1974 (all Acts as amended).

WHEREFORE, Complainant seeks that the Division declare:

a) the acts and practices of Respondent unlawful and in violation of state and federal law;

b) enjoin and permanently restrain Respondent from engaging in such acts;

c) direct the Respondent to take all necessary steps to eliminate such acts in the future;

d) direct the Respondent to make Complainant whole by paying him all wages and earnings and other benefits he would have received but for Respondent's retaliatory and discriminatory treatment, including compensation for any adverse tax consequences;

e) direct Respondent to pay Complainant compensatory damages, including but not limited to wages; lost retirement benefits;

emotional distress; mental anguish; humiliation; and pain and suffering;

f) direct that Respondent pay additional amount as punitive damages for their willful, reckless disregard of Complainant's statutory rights;

g) award Complainant reasonable attorneys fees, costs and disbursements; and any other further proper relief.

Dated: Miller Place, New York
August 15, 2011

Vesselin Mitev, Esq.
John Ray & Associates
Attorneys for Charles Lamberti
122 N. Country Road
Miller Place, NY 11764
631-473-1000 (Phone)
631-928-9385 (Fax)

VERIFICATION

STATE OF NEW YORK)
)ss.:
COUNTY OF SUFFOLK)

Charles Lamberti, being duly sworn, deposes and says:

He is the Complainant in the within action; he has read and knows the contents of the foregoing Complaint and the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true.

Charles Lamberti

Sworn to before me the
15th day of August, 2011.

Notary Public

Lisa O'Brien
Notary Public, State of New York
No. 01OB6161385
Qualified in Suffolk County
Commission Expires February 26, 2015

EXHIBIT A

MOTOROLA

November 12, 2010

Charles Lamberti
135 Howard St.
Port Jefferson Station, New York 11776

Re: Agreement with Motorola

Dear Charles:

This letter will confirm that your last day of work with Motorola will be November 19, 2010, and that you are eligible to receive the severance payments and benefits provided by the Motorola, Inc. Involuntary Severance Plan ("ISP"). If you sign and do not revoke the General Release, which is part of the ISP, you will receive severance payments that total $85,727.20. Separate and apart from the severance payments and benefits provided by the ISP, we have agreed that if you sign and do not revoke this Agreement, you will remain on payroll and Motorola benefits until December 31, 2010 and be eligible for your 2010 Motorola Incentive Plan payment. Please read this letter agreement carefully and return a signed copy to me if you agree with the conditions set forth herein. If you sign this letter, it will operate as a binding contract between you and Motorola.[1]

1. You agree that, to the extent permitted by applicable law, you will not file any lawsuit or internal claims or complaints against Motorola or otherwise recover money or other relief from Motorola in any forum.

2. You promise that you will keep the existence and the terms of this letter confidential, unless required by law to disclose this information, or except as needed to be disclosed to your attorney, your spouse or anyone preparing your tax returns. Those individuals to whom you may disclose the existence and terms of this letter shall be similarly bound to this confidentiality requirement.

3. By entering into this agreement, you agree that there is no admission of liability or wrongdoing by either you or Motorola whatsoever. Both parties deny any and all allegations of improper and/or illegal conduct. Nothing contained in this agreement, nor any of the acts taken in connection with this agreement, shall be deemed or construed as an admission of liability or an admission that either party violated any applicable law, statute, ordinance, order, or regulation or any Motorola policy.

4. You agree not to apply for or accept employment or work in any capacity (e.g., as a consultant, contractor, or temporary employee) at any Motorola facility until after December 31, 2011.

---

[1] As used in this letter, "you" and "your" refers to yourself and your spouse, attorney(s), agents, heirs and representatives. "Motorola" means Motorola, Inc., its subsidiaries, affiliate companies, joint ventures, and the respective directors, officers, agents, employees and successors of each of them.

5. If you sign this letter agreement, it will become a legal contract between you and Motorola with important consequences for both you and Motorola. Your signature will be your acknowledgment that you have freely and voluntarily agreed to the terms in this letter and have not been coerced or subjected to any duress by Motorola to do so. In addition, your signature will be your acknowledgment that you are advised and encouraged, by this writing, to consult with an attorney before signing this letter; that you have relied on your own judgment regarding the consideration being given for your promises and agreements and the language contained in this letter; that you have been given sufficient time to consider the terms of this letter; that you have read and understand the terms of this letter; that the consideration you are to receive is in addition to any you are otherwise entitled to receive; and that no statements made by Motorola have in any way coerced or unduly influenced you to sign this letter.

6. If you sign this letter, you will have seven (7) days afterward to revoke this agreement, if you so desire, by notifying Martha Visbal at 8000 West Sunrise Blvd., Plantation, FL 33322 within the seven (7) day revocation period.

If this offer is acceptable to you, please sign where indicated below and return it to Martha Visbal. Your signature below means you have freely and voluntarily agreed to the terms of this letter. If you have any questions, please feel free to contact me.

Very truly yours,

Bob Sanders
Senior VP Motorola Solutions

I accept and agree to all of the above:

____
Charles Lamberti
Commerce ID # 242131

Date: 11/18/10

EXHIBIT B

GENERAL RELEASE

I hereby unconditionally and irrevocably release, waive and forever discharge Motorola, Inc., Motorola Mobility Holdings, Inc., Motorola Mobility, Inc. and their affiliates, parents, successors, subsidiaries, directors, officers, and employees ("Motorola"), from ANY and ALL causes of action, claims and damages, including attorneys fees, whether known or unknown, foreseen or unforeseen, presently asserted or otherwise, which have or could have arisen to date out of my employment or separation from employment or any notice regarding my separation. This General Release ("Release") includes, but is not limited to, any claim or entitlement to pay, benefits or damages arising under any federal law, including but not limited to any claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Older Workers Benefit Protection Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act, the California Fair Employment and Housing Act, the California Labor Code, and any federal, state, or local statute or ordinance; and any claim arising under any common law principle or public policy; and any claim under Motorola's Human Resources policies. These claims also include specifically, but are not limited to, any claim under the law of any country or subdivision thereof. If I live or work in New Jersey, I also specifically waive all claims under the New Jersey Conscientious Employee Protection Act. If I am employed in California, I expressly waive the protection of Section 1542 of the Civil Code of the State of California, which states that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I understand by signing this Release I am not releasing any claim or right which cannot be waived by law, including the right to file an administrative charge of discrimination and the right to file or pursue a workers' compensation claim. I also acknowledge and agree that I have been paid properly for all hours worked and have received all leave to which I am entitled.

I acknowledge and agree that for a period of two years following my Employment Termination Date I will not recruit, solicit, induce or cause, allow, permit, aid or encourage others to recruit, solicit or induce, any employee of Motorola to terminate his/her employment with Motorola and/or to seek employment with any other employer.

I am signing this Release knowingly and voluntarily. I acknowledge that: (1) I have been advised in writing to consult an attorney before signing this Release; (2) I have relied solely on my own judgment and/or that of my attorney regarding the consideration for and the terms of this Release; (3) the severance allowance and severance benefit provided under the Motorola, Inc. Involuntary Severance Plan which I will receive for signing this Release are consideration in addition to anything to which I am otherwise entitled; (4) I have been given up to forty-nine (49) days to consider this Release, and an additional seven (7) days (15 days if I live or work in Minnesota) after signing to revoke it in writing; (5) I have read and understand the Release and further understand that it includes a general release of any and all known and unknown claims to date I may have against Motorola; (6) I agree that if I decide to revoke this Release I will notify a designated Employee Relations representative at Motorola of such revocation in writing; and, (7) no statements or conduct by Motorola have in any way coerced or unduly influenced me to execute this Release.

If any part of this General Release is found to be invalid, the rest shall remain enforceable. I further acknowledge that there are no other agreements of any nature between Motorola and me with respect to the matters discussed in this Release, except as expressly stated herein. I understand that to receive the severance allowance and benefits under the Motorola, Inc. Involuntary Severance Plan provided in consideration for this Release I must sign and mail/fax this Release no later than forty-nine (49) days from when I receive this Release.

______________________________	______________________________
Signature	Commerce ID
______________________________	______________________________
Printed Name	Date

10.25.10 DO NOT SIGN BEFORE LAST DAY PAID

NOTARIZATION OF THE COMPLAINT

Based on the information contained in this form, I charge the above-named Respondent with an unlawful discriminatory practice, in violation of the New York State Human Rights Law.

By filing this complaint, I understand that I am also filing my employment complaint with the United States Equal Employment Opportunity Commission under the Americans With Disabilities Act (covers disability related to employment), Title VII of the Civil Rights Act of 1964, as amended (covers race, color, religion, national origin, sex relating to employment), and/or the Age Discrimination in Employment Act, as amended (covers ages 40 years of age or older in employment), or filing my housing/credit complaint with HUD under Title VIII of the Federal Fair Housing Act, as amended (covers acts of discrimination in housing),as applicable. This complaint will protect your rights under Federal Law.

I hereby authorize the New York State Division of Human Rights to accept this complaint on behalf of the U.S. Equal Employment Opportunity Commission, subject to the statutory limitations contained in the aforementioned law and/or to accept this complaint on behalf of the U.S. Department of Housing and Urban Development for review and additional filing by them, subject to the statutory limitations contained the in aforementioned law.

I have not filed any other civil action, nor do I have an action pending before any administrative agency, under any state or local law, based upon this same unlawful discriminatory practice.

I swear under penalty of perjury that I am the complainant herein; that I have read (or have had read to me) the foregoing complaint and know the contents of this complaint; and that the foregoing is true and correct, based on my current knowledge, information, and belief.

[signature]

Sign your full legal name

Subscribed and sworn before me
This 13th day of August, 20 11

[signature]

Signature of Notary Public

County: Commission expires:

VESSELIN VENELINOV MITEV
Notary Public, State of New York
No. 02MI6223147
Qualified in Nassau County
Commission Expires June 28, 20 14

Please note: Once this form is notarized and returned to the Division, it becomes a legal document and an official complaint with the Division of Human rights. After the Division accepts your complaint, this form will be sent to the company or person(s) whom you are accusing of discrimination.